

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BR Festivals, LLC		07/25/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	THE KELLER FAMILY LIVING TRUST		
Street Address:	18895 Hayfield Court		
City:	SARATOGA		
State/Country:	CALIFORNIA		
Postal Code:	95070		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	2011 BUSS FAMILY TRUST		
Street Address:	15351 El Camino Grande		
City:	Saratoga		
State/Country:	CALIFORNIA		
Postal Code:	95070		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85837848	BOTTLE ROCK	
Serial Number:	85835844	BOTTLE ROCK	
Serial Number:	85795198	BOTTLE ROCK	
Serial Number:	85835835	BOTTLE ROCK	
Serial Number:	85887198		
Serial Number:	85876552	AUTISM CHORDS	
Serial Number:	85835854	WINE COUNTRY	
Serial Number:	85835842	BOTTLE ROCK	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 4088274296

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4088274461

Email: abaden@edgelawgroup.com

Correspondent Name: Allen Baden

Address Line 1: 236 N Santa Cruz, Ste 228

Address Line 2: Edge Law Group

Address Line 4: Los Gatos, CALIFORNIA 95030

ATTORNEY DOCKET NUMBER:

7057-002

NAME OF SUBMITTER:

Allen J. Baden

Signature:

/Allen J Baden/

Date:

07/25/2013

Total Attachments: 6

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") dated as of April 26, 2013, is by and between BR Festivals, LLC ("Debtor") and The 2011 Buss Family Trust and The Keller Family Living Trust (collectively, "Secured Parties").

Under the terms hereof, Secured Parties desire to obtain and Debtor desires to grant Secured Parties security for all of the Obligations under the Note (as hereinafter defined).

NOW, THEREFORE, Debtor and Secured Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

- a. "Collateral" includes all right, title and interest in or to any and all of Debtor's assets, including such intangibles as the patents, trademarks and copyrights, intellectual property, or the proceeds thereof, owned, due to or controlled by Debtor, including Debtor's trademark applications with the U.S. Patent and Trademark Office identified in Schedule A to this Agreement, and the goodwill represented by such trademarks.
- b. "Loan Documents" means the Note (as hereafter defined), this Agreement and all other documents and instruments evidencing, securing or executed in connection therewith.
- c. "Note" means that certain Senior Secured Convertible Promissory Note dated April 26, 2013 (as amended, supplemented or otherwise modified from time to time), made by Debtor, for the benefit of Secured Parties. The terms of the Note will control in the event of any conflict between the terms of the Note and this Agreement.
- d. "Obligations" includes all debts, liabilities, obligations, covenants and duties owing from Debtor to Secured Parties of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to Debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under the Note or this Agreement or whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of Secured Parties incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses, and as otherwise provided in the Note.
- e. "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State of California. Terms used herein that are defined in the UCC and not otherwise defined herein will have the respective meanings ascribed to such terms in the UCC.

2. Grant of Security Interest. To secure the Obligations, Debtor, as debtor, hereby assigns and grants to Secured Parties, as secured parties, a continuing lien on and security interest in the Collateral.

3. Further Assurances. Debtor hereby irrevocably authorizes Secured Parties at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset contained in the Collateral falls within the scope of Article 9 of the California Uniform Commercial Code or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the California Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including, but not limited to (i) whether Debtor is an organization, the type of organization and (ii) any organization identification number issued to Debtor. Debtor agrees to furnish any such information to Secured Parties promptly upon request. Debtor also ratifies its authorization for Secured Parties to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. Events of Default. Debtor will, at Secured Parties' option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) a failure to pay any amount due under the Note or this Agreement within ten (10) days of the date the same is due; (b) the failure by Debtor to perform any of its other obligations under this Agreement within thirty (30) days of notice from Secured Parties of the same; (c) falsity, inaccuracy or material breach by Debtor of any written warranty, representation or statement made or furnished to Secured Parties by or on behalf of Debtor; (d) an uninsured material loss, theft, damage, or destruction to any of the Collateral, or the entry of any judgment against Debtor or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (e) the failure of Secured Parties to have a perfected first priority security interest in the Collateral; or (f) any indication or evidence received by Secured Parties that Debtor may have directly or indirectly been engaged in any type of activity which, in Secured Parties' reasonable discretion, might result in the forfeiture of any property of Debtor to any governmental entity, federal, state or local.

5. Remedies. Upon the occurrence of any such Event of Default and at any time thereafter, Secured Parties may declare all Obligations secured hereby immediately due and payable and will have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. Secured Parties' remedies include, but are not limited to, to the extent permitted by law, the right to (a) peaceably by their own means or with judicial assistance enter Debtor's premises and take possession of the Collateral without prior notice to Debtor or the opportunity for a hearing, provided, however, that to the extent the Collateral includes intent to use ("ITU") trademark applications for marks that have not yet been used in commerce, Debtor will maintain ownership and control of said ITU applications until such time as Debtor files a Statement of Use in connection with each such application, at which time Debtor will assign said application(s) to Secured Parties by executing promptly such documents prepared at Secured Creditors' expense as requested by Secured Creditors, without the need for a separate instrument or additional compensation; (b) render the Collateral unusable, (c) dispose of the Collateral on Debtor's premises, and (d) require Debtor to assemble the Collateral and make it available to Secured Parties at a place designated by Secured Parties. Unless the Collateral is perishable, threatens to decline speedily in value, or is of a type

customarily sold on a recognized market, Secured Parties will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice will be met if such notice is sent to Debtor at least five (5) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like will include Secured Parties' reasonable attorneys' fees and legal expenses, incurred or expended by Secured Parties to enforce any payment due it under this Agreement either as against Debtor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder. Debtor waives all relief from all appraisal or exemption laws now in force or hereafter enacted.

6. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission will be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission will promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed and transmitted electronically.

7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Debtor and Secured Parties and their respective heirs, executors, administrators, successors and assigns; provided, however, that Debtor may not assign this Agreement in whole or in part without Secured Parties' prior written consent and Secured Parties at any time may assign this Agreement in whole or in part.

8. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by Secured Parties and will be deemed to be made in the State of California. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State OF California, except that the laws of the State where any Collateral is located, if different, will govern the creation, perfection and foreclosure of the liens created hereunder on such property or any interest therein. Debtor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the County of Napa, California; provided that nothing contained in this Agreement will prevent Secured Parties from bringing any action, enforcing any award or judgment or exercising any rights against Debtor individually, against any security or against any property of Debtor within any other county, state or other foreign or domestic jurisdiction. Secured Parties and Debtor agree that the venue provided above is the most convenient forum for both Secured Parties and Debtor. Debtor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

/Signatures appear on next page/

IN WITNESS WHEREOF, Debtor has executed this Collateral Security Agreement as of the date first above written.

By: Gabriel Meyers
As Manager, BR Festivals, LLC

Date

By: Robert Vogt
As Manager, BR Festivals, LLC

Date

SECURED PARTIES:

By: Brad Buss
As Trustee, The 2011 Buss Family Trust

Date

By: John Keller
As Trustee, The Keller Family Living Trust

Date

Schedule A to Security Agreement

Trademark	Application Serial No.	Filing Date	Term (Years)
BOTTLEROCK	85837848	1/31/13	32
BOTTLEROCK	85835844	1/29/13	33
BOTTLEROCK	85795198	12/5/12	41
BOTTLEROCK	85835835	1/29/13	9
Design of Barrel	85837198	3/26/13	41
AUTISM CHORDS	85876552	3/13/13	36
WINECOUNTRY	85835854	1/29/13	41
BOTTLEROCK	85835842	1/29/13	25

IN WITNESS WHEREOF, Debtor has executed this Collateral Security Agreement as of the date first above written.

By:

Gabriel Meyers
As Manager, BR Festivals, LLC

Date

By:

Robert Vogt
As Manager, BR Festivals, LLC

Date

7/25/13

SECURED PARTIES:

By:

Brad Buss
As Trustee, The 2011 Buss Family Trust

Date

7/25/13

By:

John Keller
As Trustee, The Keller Family Living Trust

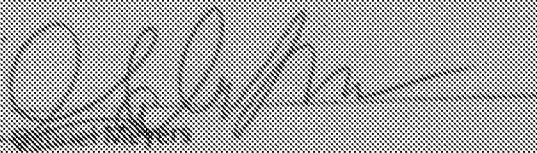
Date

Schedule A to Security Agreement

Trademark	Application Serial No.	Filing Date	Int. Class
BOTTLEROCK	85837848	1/31/13	32
BOTTLEROCK	85835844	1/29/13	33
BOTTLEROCK	85795198	12/5/12	41
BOTTLEROCK	85835835	1/29/13	9
Design of Barrel	85837198	3/26/13	41
AUTISM CHORDS	85876552	3/13/13	36
WINECOUNTRY	85835854	1/29/13	41
BOTTLEROCK	85835842	1/29/13	25

IN WITNESS WHEREOF, Debtor has executed this Collateral Security Agreement as of the date first above written.

By



As Manager, BR Festivals, LLC

Date

July 25, 2013

By

Robert Vogl

As Manager, BR Festivals, LLC

Date

SECURED PARTIES:

By

Brad Buss

As Trustee, The 2013 Buss Family Trust

Date

By

John Keller

As Trustee, The Keller Family Living Trust

Date

Schedule A to Security Agreement

Trademark	U.S. Application Serial No.	Filing Date	Int. Class
BOTTLEROCK	85837848	1/31/13	32
BOTTLEROCK	85835844	1/29/13	33
BOTTLEROCK	85795198	12/5/12	41
BOTTLEROCK	85835835	1/29/13	9
Design of Barrel	85887198	3/26/13	41
AUTISM CHORDS	85876952	3/13/13	36
WINECOUNTRY	85835854	1/29/13	41
BOTTLEROCK	85835842	1/29/13	25